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14 **UNITED STATES DISTRICT COURT**  
15 **NORTHERN DISTRICT OF CALIFORNIA**

16 MIKAEL TJUATJA, Case No.:  
17 Plaintiff,  
18 v.  
19 CHI MANAGEMENT GROUP, L.P. SHORT  
20 AND LONG TERM DISABILITY PLAN,  
21 Defendant.

22  
23 **I. JURISDICTION**

24 1. This is a suit to enforce plaintiff's rights to declaratory, injunctive and monetary relief  
25 brought pursuant to the Employee Retirement Income Security Act of 1974 (ERISA), 29 USC  
26 1001, *et seq.*

27  
28 **II. PARTIES**

29 2. Plaintiff MIKAEL TJUATJA was at all times relevant hereto an employee of CHI  
30 MANAGEMENT GROUP, L.P., (CROSSMARK) (hereinafter referred to as CHI), in the City of  
31 Pleasanton, California. As such, plaintiff was eligible to be, and was in fact, a participant in the  
32 CHI MANAGEMENT GROUP, L.P. SHORT AND LONG TERM DISABILITY PLAN

1 (hereafter referred to as PLAN), pursuant to ERISA.

2       3.    CHI MANAGEMENT GROUP, L.P. is the Administrator of the PLAN.  UNUM  
3 America is the Administrator of claims.

4       4. The PLAN is an employee welfare benefit plan pursuant to ERISA section 502, 29  
5 USC 1002.

### III. FACTS

7       5. Plaintiff was employed by the employer and was a participant in good standing in the  
8 PLAN until February 28, 2007.

9       6. Plaintiff became disabled on or about February 28, 2007. Shortly thereafter, plaintiff  
10 made a claim for benefits. Plaintiff suffers from severe Interstitial Cystitis. His disability has at  
11 all times since met the definition of disability in the PLAN.

12       7. On March 28, 2007, the PLAN, through the insurer, informed plaintiff that it would  
13 deny plaintiff's application for disability benefits under the PLAN.

14 8. Plaintiff timely appealed the denial of his application for benefits. On January 10,  
15 2008, the PLAN, through the insurer, informed plaintiff that his appeal was also denied.

16 9. Plaintiff has performed all acts necessary to maintain his status as a participant in the  
17 PLAN. He timely filed all applications for benefits and appeals of denial of benefits. He  
18 provided all the necessary information to the PLAN and its representatives. Plaintiff exhausted all  
19 available administrative remedies under the PLAN.

#### **IV. CLAIM FOR RELIEF**

21       10. Plaintiff hereby realleges and incorporates by reference every allegation of paragraphs  
22 1 through 9 above, inclusive.

23 11. ERISA Section 502(a)(1)(B), 29 USC 1132(a)(1)(B), provides a private right of action  
24 for ERISA plan participants to recover benefits due and to clarify rights to future benefits under  
25 the terms of the PLAN.

26 12. As a direct and proximate consequence of defendant's failure and refusal to pay

1 benefits under the PLAN, plaintiff has been deprived of amounts to be determined and interest  
2 thereon.

3 **V. PRAYER FOR RELIEF**

4 WHEREFORE, plaintiff prays for:

5 1. A judgment and order that defendant pay the benefits due plaintiff now and in the  
6 future and interest thereon.

7 2. An order that defendant pay plaintiff his attorney fees and other costs.

8 3. Such order and further relief as the Court may deem just and proper.

9 Date: February 8, 2008.

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11 **Fricker & Mellen & Associates**

12  
13 By: \_\_\_\_\_  
14 Timothy J. Fricker, Esq.

15 Attorneys for Plaintiff  
16 MIKAEL TJUATJA